



THE UNIVERSITY *of*  
**NEW ORLEANS**

## **INVITATION FOR BID**

**BID NAME AND NUMBER:  
APPAREL SCREENING AND EMBROIDER, BTB2650**

**BID OPENING TIME AND DATE:  
June 2, 2021 @ 2:00pm**

**BUYER:  
TROY A BACINO  
TABACINO@UNO.EDU  
[purchasing@uno.edu](mailto:purchasing@uno.edu)**

**RETURN ALL BIDS TO THE FOLLOWING ADDRESS:**

**Purchasing Office  
Administration Annex 1004G  
University of New Orleans  
2000 Lakeshore Drive  
New Orleans, Louisiana 70148  
Phone: (504) 280-6214**

## **General Instructions to Bidders**

### **1 Invitation to Bid**

Bids for the following items and/or services specified are hereby solicited, and will be received by the Purchasing Office until the stated bid opening **2:00pm** and **Wednesday, JUNE 2, 2021** and then publicly opened.

### **2 Authority to Sign**

Bids must be signed by a person authorized to bind the vendor. In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, as evidenced by a corporate resolution, certificate, or affidavit; or 3) other documents indicating authority which are acceptable to the University.

### **3 Read Solicitation**

Read the entire solicitation, including all terms, conditions, and specifications.

### **4 Corrections**

All bids should be returned on the forms furnished and must be typed or written in ink. Any corrections or erasures must be initialed by the bidder.

### **5 Delivery of Bids**

Bids may be submitted in person by appointment, or by mail or by courier. The mailing address, is listed on the cover sheet.

Bids delivered in person by appointment or by mail should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bidder. The same information should be affixed to any additional materials sent as a part of the bid submission.

### **6 Bid Alterations**

Alterations to bids will be accepted provided both the bid and alterations have been received in the Purchasing Office prior to bid opening time and date.

### **7 Late Bids**

Late bids will not be accepted and will be returned unopened. Each bidder is solely responsible for the timely delivery of its bid. The University will not be responsible for any delay in the delivery of bids.

### **8 Delivery/Freight Charges**

Bid prices will include all delivery/freight charges paid by the vendor, F.O.B., UNO, inside delivery, New Orleans, La, unless otherwise stated in the specifications. Any invoiced delivery charges not quoted and itemized on the UNO purchase order are subject to rejection and non-payment.

## 9 Taxes

Vendor is responsible for including all applicable taxes in the bid price. The University of New Orleans is exempt from all Louisiana state and local sales and use taxes. By accepting an award, all firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable.

## 10 Payment

Assuming there is no prompt payment discount provision, payment will be made within thirty (30) days from receipt of products in satisfactory condition, or within thirty (30) days from date of invoice, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by the University in any dispute.

## 11 Acceptance

Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

### **Bid Signature**

By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

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Bidder (Company Name)

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Mailing Address

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Authorized Signature

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City, State, Zip Code

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Printed Name

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Phone Number

---

Title

---

Fax Number

---

E-Mail Address

---

Federal Tax ID #

## **Standard Terms and Conditions**

These standard terms and conditions apply to all UNO solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of a conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

### **Auditors**

Bidders agrees that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors will have the option of auditing all accounts of the Bidder which relate to this purchase.

### **Award**

Award will be made to the lowest responsible and responsive bidder. The University reserves the right to award the items, separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that would preclude competition.

All solicitation specifications, terms, and conditions will be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

### **Bidder Inquiries**

If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request for interpretation to the Buyer of Record. Requests must be received in the Purchasing Office no later than May 20, 2021 prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be sent to all known bidders. The University will not be responsible for any other explanation of the documents.

### **Contrary Terms and Conditions**

Submittal of any terms and conditions contrary to those contained within this solicitation may cause your bid to be rejected. By signing this bid, vendor agrees that any terms and conditions which may be included in their bid are nullified.

### **Equal Employment Opportunity Compliance**

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Executive Order 11246, Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate, and to render services without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other

non-merit factor. Failure to comply shall be grounds for termination of any contract entered into as a result of this solicitation.

#### Equivalency

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Bidder must state the brand/model he or she is bidding on each item. Bids not specifying brand and model number will be considered as offering the exact product specified in the solicitation.

It will be the sole responsibility of the Bidder to prove equivalency. Bidder will submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate the bid from consideration. The decision of the University as to equivalency will be final.

#### Governing Law

This purchase shall be construed in accordance with and governed by the laws of the State of Louisiana.

#### Louisiana Preference

A preference will be given to materials, supplies, and provision produced, manufactured, assembled, grown, or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's sole responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown, or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University. The enclosed Louisiana Preferences **must** be returned as a part of this bid.

#### Legislators Prohibited

According to LAS-R.S. 42:113(D)) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder **must** return the enclosed Disclosure Form as a part of his bid.

#### New Products

All products are to be new, current model, and of best quality as measured by accepted standards of the trade. No remanufactured, demonstrator, used, or irregular products will be considered for purchase unless otherwise specified.

#### Warranty

The manufacturer's standard published warranty and provision will apply, unless more stringent warranties are otherwise required by UNO and specified in the solicitation. In such cases, the bidder and/or manufacturer will honor the specified

warranty requirements, and bid prices will include any premium costs of such coverage.

### DISCLOSURE FORM

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? \_\_\_\_\_
2. Is the bidder a spouse of a legislator? \_\_\_\_\_
3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity? \_\_\_\_\_
4. If the bidder is a corporation, is it a publicly traded corporation? \_\_\_\_\_

### LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION **WILL** CAUSE ELIMINATION FROM PREFERENCE.

Preferences shall not apply to service contracts.

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

Do you claim this preference? YES \_\_\_\_\_ NO \_\_\_\_\_

Specify Item Numbers:

\_\_\_\_\_

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

\_\_\_\_\_

Do you have a Louisiana Business workforce? YES \_\_\_\_\_ NO \_\_\_\_\_

If so do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

YES \_\_\_\_\_ NO \_\_\_\_\_

### **Special Terms and Conditions**

1. All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the University, the University reserves the right to cancel the item and to purchase it elsewhere.
2. The quantities are as needed basis. In the event a greater or lesser quantity is needed, the right is reserved by the University to increase or decrease the amount at the unit price stated in the bid.
3. If the Vendor fails to make delivery within a satisfactory time as determined by the University, the University reserves the right to cancel the item and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Vendor making the original unsatisfactory or late delivery.
4. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
5. Site Visit: In order to ascertain the true scope of the services requested, all bidders are urged and expected to inspect the site where services will be performed. Arrangements to do so may be made by contacting the buyer. Failure to inspect the site will **not** constitute grounds for a claim after contract award.
6. NOTE: If, upon visiting site, Vendor finds conditions that disagree with the physical layout as described in this bid, or other features of the specifications that appear to be in error, vendor shall notify the buyer immediately.
7. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the University. It shall also be specifically agreed and understood that the decision of the University shall be final.
8. The University reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the University.
9. This agreement may be terminated by either party with 60 days advance notice in writing.

10. The successful bidder will be required to assume responsibility for all services and/or products offered in his/her bid whether or not he/she produces them. Further, the University of New Orleans will consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
11. List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.
12. Successful Vendor shall inspect jobsite and make his/her own measurements prior to installation.
13. Award to be made on an all-or-none basis.
14. All apparel must be new and delivered F.O.B. University of New Orleans, inside delivery.
15. Fiscal Funding: The continuation of any agreement entered into as a result of this bid past the current fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
16. Piggyback: Other Louisiana Governmental Agencies and UNO departments may purchase at the same terms and conditions if agreed upon by awarded bidder.
17. Escalation Clause: Prior to any renewal term, the contractor may request a price increase for that renewal term based on documented increase costs. The price increase may not be greater than the Consumer Price Index (All Urban Consumers, Current Series) average increase for the prior 12 months. The University reserves the right to approve or disapprove the price increase.



18. At the option of the University and acceptance by the contractor, this contract may be extended for four additional twelve (12) month periods at the same prices, terms, and conditions. The initial contract period will be from July 1, 2021 through June 30, 2022 of the initial contract year. Renewals will be from July 1<sup>st</sup> through June 30<sup>th</sup> of the remaining contract years. Contract shall not exceed sixty (60) months.

The University of New Orleans Athletics desires prices for the items below:

Approximate # of items to be screened or embroidered – 1,000

Items to be screened or embroidered – shirts, sweatshirts, jackets, shorts, pants, hats, socks, etc.

	Qty of 1-10	Qty of 11-25	Qty of 26-50	Qty of 51-100	Qty of 101-200
1 color screen	\$ ea	\$ ea	\$ ea	\$ ea	\$ ea
2 color screen	\$ ea	\$ ea	\$ ea	\$ ea	\$ ea
3 color screen	\$ ea	\$ ea	\$ ea	\$ ea	\$ ea
4 color screen	\$ ea	\$ ea	\$ ea	\$ ea	\$ ea
Embroider chest	\$ ea	\$ ea	\$ ea	\$ ea	\$ ea
Embroider full front	\$ ea	\$ ea	\$ ea	\$ ea	\$ ea

1. Vendor will pick up items from UNO and drop back off to UNO upon completion
2. Items shipped directly from the apparel supplier to the vendor will be counted and verified by the vendor
3. Vendor must ensure against dye migration on all garments
4. There will be no cost for digitizing provided artwork
5. There will be no cost for screen changes
6. Company headquarters must be located within 20 miles of UNO's campus